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DMCA

- NOTICE AND TAKEDOWN PROCEDURES: The Publisher implements the following "notice and takedown" procedure upon receipt of any notification of claimed copyright infringement:
 1. The Publisher reserves the right at any time to disable access to, or remove any material or activity accessible on or from the Site or any Materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent.
 2. It is the firm policy of the Publisher to terminate the account of repeat copyright infringers, when appropriate, and the Publisher will act expeditiously to remove access to all material that infringes on another's copyright, according to the procedure set forth in 17 U.S.C. §512 of the Digital Millennium Copyright Act ("DMCA"). The Publisher's DMCA Notice Procedures are set forth in the preceding paragraph. If the notice does not comply with Paragraph XIII and §512 of the DMCA, but does comply with three requirements for identifying Site that is infringing according to §512 of the DMCA, the Publisher shall attempt to contact or take other reasonable steps to contact the complaining party to help that party comply with the notice requirements.
 3. When the Designated Agent receives a valid notice, the Publisher will expeditiously remove and/or disable access to the infringing material and shall notify the affected user. Then, the affected user may submit a counter-notification to the Designated Agent containing a statement made under penalty of perjury that the user has a good faith belief that the material was removed because of misidentification of the material. After the Designated Agent receives the counter-notification, it will replace the material at issue within 10-14 days after receipt of the counter-notification unless the Designated Agent receives notice that a court action has been filed by the complaining party seeking an injunction against the infringing

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4. NOTICE OF CLAIMED INFRINGEMENT:

The Publisher respects the intellectual property of others, and we ask our users to do the same. We voluntarily observe and comply with the United States' Digital Millennium Copyright Act. If You believe that Your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Publisher's Designated Copyright Agent the following information:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. Description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on a Site;
- d. Your address, telephone number, and email address;
- e. A statement by You that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- g. You may send your Notice of Claimed Infringement to:
YOU GOT POSTED
1765 Garnet Ave Suite 27
San Diego, CA 92109
yougotposted@gmail.com
- h. **Please do not send other inquires or information to our Designated Agent.**

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Legal

UGOTPOSTED.COM's Privacy Policy prohibits the release of it's users information without express permission from them, except when required by law, to conform to the edicts of the law, or to comply with legal process properly served on UGOTPOSTED.COM or one of its affiliates.

If you seek the identity or account information of a UGOTPOSTED.COM customer in connection with a criminal or civil legal matter, you must mail, or serve UGOTPOSTED.COM with a valid subpoena.

Submission of Subpoenas

UGOTPOSTED.COM is headquartered in San Diego, CA and all criminal or civil subpoenas should mailed to:

YOU GOT POSTED
1765 Garnet Ave Suite 27
San Diego, CA 92109

For fastest service E-MAIL to: yougotposted@gmail.com

Please include a return e-mail address

WE NO LONGER USE FAX

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Contact

If you made a post and want it deleted please contact us with the link to the post and the password.

If you know or suspect that a post contains child pornography please contact the [NCMEC](#), [ICAC](#), or local law enforcement. We have a zero-tolerance policy in regards to child exploitation and will assist in the prosecution of offenders.

YOU GOT POSTED
1765 Garnet Ave
Suite 27
San Diego, CA 92109

E-Mail: yougotposted@gmail.com

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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Sun Aug 25 03:20:25 EDT 2013

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Record 1 out of 1

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yougotposted

Word Mark	YOUGOTPOSTED
Goods and Services	IC 042. US 100 101. G & S: Computer services, namely, creating an on-line community for users to upload and comment on various types of media and engage in social networking in the fields of videos and photography. FIRST USE: 20121101. FIRST USE IN COMMERCE: 20121101
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85730045
Filing Date	September 15, 2012
Current Basis	1A
Original Filing Basis	NO FILING BASIS
Owner	(APPLICANT) BOLLAERT, KEVIN INDIVIDUAL UNITED STATES 1765 GARNET AVE #27 SAN DIEGO CALIFORNIA 92109
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

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Domain Name Purchase Agreement

The current owner (hereinafter referred to as “**Seller**”) of the domain names identified below (collectively, the “**Domain Names**”) desires to sell all right, title and interest in the Domain Names to the Purchaser, and the Purchaser desires to acquire same right, title and interest in such Domain Names from the Seller. Therefore, it is agreed between the parties as follows:

1. The Domain Names to be transferred from the Seller to the Purchaser are yougotpostedvideos.com, yougotposted.org, yougotposted.net, yougotposted.com, yougotposted.co, ugotposted.com, yougotposted.us, and yougotposted.biz .
2. The Seller agrees to transfer to the Purchaser all right, title and interest in and to the identified Domain Names, including any trademark rights associated with each domain name itself and all Internet traffic to the Domain Names. Notwithstanding, this Agreement does not relate to any Website content, which shall remain the property of the Seller.
3. As consideration for the sale of the domain name the Purchaser promises to pay the Seller the amount of \$20. This sum shall be paid within three (3) business days from the date this Agreement becomes effective. In the event that payment is not timely received this Agreement may be cancelled by the Seller at the Seller's sole discretion.
4. After receipt of full payment for the Domain Names, the Seller shall, within two (2) business days, take the actions required to transfer the registered ownership of the Domain Names.
5. Nothing in this Agreement shall be construed to in any way limit the right of the Seller to purchase, own, create and/or maintain any other Website.
6. This Agreement states the entire agreement between the parties concerning the purchase and sale of the identified domain name and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of New Jersey. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of New Jersey.
7. If any of the provisions of this Agreement shall be found to be unenforceable, the remaining provisions shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
8. The effective date of this Agreement shall be the date last signed by the parties.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Seller: Eric S Chanson



Signature

01/11/13

Date

Address: 2 Columbia Place, Princeton Junction, NJ 08550

Purchaser: Kevin C Bollaert



Signature

3/7/13

Date

Address: 1765 Garnet Ave #27, San Diego, CA 92109

Appendix 1

Trademark:

<http://tess2.uspto.gov/bin/showfield?f=doc&state=4006:rl4goz.2.1>

yougotposted

Word Mark	YOUGOTPOSTED
Goods and Services	IC 042. US 100101. G & S: Computer services, namely, creating an on-line community for users to upload and comment on various types of media and engage in social networking
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85730045
Filing Date	September 15, 2012 NO
Current Basis	FILING BASIS
Original Filing Basis	NO FILING BASIS
Owner	(APPLICANT) BOLLAERT, KEVIN C INDIVIDUAL UNITED STATES 1765 GARNET AVE #27 SAN DIEGO CALIFORNIA 92109
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	
Register	SERVICE MARK
Live/Dead Indicator	PRINCIPAL LIVE

LB EC

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of 12/26/2012 between the following two parties:

The Assignor: Eric S. Chanson
Legal Address: 2 Columbia Place, Princeton Junction, NJ 08550

The Assignee: Kevin c Bollaert
Legal Address: 1765 Garnet Ave-#27, San Diego, CA 92109

WHEREAS, the Assignor, an individual domiciled in the State of New Jersey), owns the trademark "yougotposted." as shown in Appendix 1 (the "**Trademark**");

WHEREAS, the Assignee is an individual domiciled in the State of California;

WHEREAS, the Assignor wishes to assign the Trademark to the Assignee and the Assignee agrees to accept the assignment of the Trademark; and

WHEREAS, the Assignor executed a Trademarks Transfer Contract with the Assignee on 12/26/2012 (the "**Former Agreement**") and now the parties wish to amend the Former Agreement;

NOW, THEREFORE, in consideration the mutual covenants, representations, warranties and obligations set forth in this Trademark Assignment Agreement (this "**Agreement**"), the parties to the Former Agreement hereby agree that the Former Agreement shall be amended, restated, superseded and replaced in its entirety by this Agreement with effect from the date subscribed below, and the parties hereto further agree as follows:

1. Transfer of Trademark

The Assignor agrees to amend the registration of the Trademark to reflect the Assignee as the new registered owner thereof, and the Assignee agrees to accept such amendment of the Trademark registration. The Assignee shall pay to the Assignor the amount of \$360.00 in consideration of the amendment of the registration of the Trademark hereunder.

2. Registration Fees

The registration for the change of the owner of the Trademark shall be undertaken by the Assignor. The fees therefor are included in the amount set forth in Paragraph 1..

KB Ec

3. Representations and Warranties

3.1 The Assignor hereby represents and warrants as follows:

3.1.1 the Assignor is an individual domiciled in the State of New Jersey.

3.1.2 the Assignor has the exclusive ownership of the Trademark and no rights or equity of any third party are infringed as a result of this Agreement. There are no litigation or any other disputes arising from or relating to the Trademarks.

3.1.3 the Assignor has full right, power, authority and capacity and all consents and approvals of any other third party and governmental agency necessary to execute and perform this Agreement, which shall not violate any enforceable and effective laws or contracts.

3.1.4 once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignor enforceable against him in accordance with its terms upon its execution.

3.1.5 the Assignor has not licensed and will not license the Trademark to any third party;

3.1.6 the Assignor will not engage in any action that will be detrimental to the validity of the Trademark after the completion of the assignment.

3.2 The Assignee hereby represents and warrants as follows:

3.2.1 The Assignee is an individual domiciled in the State of California.

3.2.2 The Assignee has full right, power, authority and capacity and all consents and approvals of any other third party and governmental agency necessary to execute and perform this Agreement, which shall not violate any enforceable and effective laws or contracts.

3.2.3 Once this Agreement has been duly executed by both parties, it will constitute a legal, valid and binding agreement of the Assignee enforceable against him in accordance with its terms upon its execution.

4. Effective Date and Term

This Agreement has been duly executed by the parties as of the date subscribed below, and shall be effective simultaneously.

5. Settlement of Disputes

K₂ E^c

5.1 Governing Law. This User Agreement and all matters arising out of, or otherwise relating to, this User Agreement shall be governed by the laws of New York, excluding its conflict of law provisions. Any and all disputes shall be litigated in the court of the State of New Jersey as follows:

5.1.1 The parties agree that this choice of venue and forum is mandatory and not permissive in nature, thereby precluding any possibility of litigation between the parties with respect to, or arising out of, this Agreement in a jurisdiction other than that specified in this Paragraph 5.1.

5.1.2 All parties hereby waive any right to assert the doctrine of forum *non-conveniens* or similar doctrines, or to object to venue with respect to any proceeding brought in accordance with this paragraph or with respect to any dispute under this Agreement whatsoever.

5.1.3 All parties stipulate that the state and federal courts located in the State of New Jersey shall have personal jurisdiction over them for the purpose of litigating any dispute, controversy, or proceeding arising out of (or related to) this Agreement and/or the relationship between the parties contemplated thereby.

6. Service of Process

Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it, as contemplated by this paragraph by registered or certified mail, Federal Express, proof of delivery or return receipt requested, to the parties address for the giving of notices as set forth in this Agreement.

7. Full Faith and Credit

Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law if such enforcement becomes necessary.

8. Amendments and Supplements

Any amendment of or supplement to this Agreement shall be effective only by a written agreement signed by both parties. The amendment or supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

9. Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that any other provision of this Agreement invalid or unenforceable in any other jurisdiction.

10. Appendices

Handwritten signature and initials, possibly "K. E.C.", in the bottom right corner of the page.

The Appendices referred to in this Agreement are an integral part of this Agreement and have the same legal effect as this Agreement.

11. Counterparts

This Agreement may be signed in multiple counterparts, which shall together constitute one and the same complete Agreement.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed as of the date set forth below.

Assignor: Eric S. Chanson

Signature: 

Date: 01/11/13

Assignee: Kevin C Bollaert

Signature: 

Date: 3/7/13

